

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 122 OF 2007

IN

WRIT PETITION NO. 1647 OF 1984

The Bombay Gas Public Ltd. ...Applicant
V/s.
Narayan Sabaji Sarmalkar & Ors. ...Respondents

Mr.Yogesh Adhia for the Applicant in support of Notice
of Motion.

CORAM : V.M. KANADE, J.

DATED : APRIL 16, 2007

P.C. :-

1. Heard the learned Counsel for the applicant. He has filed affidavit of service. Affidavit of Service is taken on record. The applicant seeks permission to withdraw the amount which is lying in this Court.

2. It is submitted that an application under Section 33(c)(ii) of the Industrial Disputes Act was filed against the applicant. The said application was contested by the applicant on the ground of maintainability of the application under Section 33(c)(ii). The Labour Court accepted the claim of 697 employees and directed the applicant to pay the said

employees bonus for the years 1980-81. The applicant preferred a writ petition in this Court being Writ Petition No.1647/84. This writ petition was dismissed in limine. The applicant preferred an appeal before the Division Bench. The Division Bench directed the applicant to deposit certain amount in this Court. Accordingly, an amount of Rs.4,64,990.66 was deposited in this Court by the applicant. The Division Bench finally set aside the order of rejection of the writ petition in limine which was passed by the Single Judge. Thereafter, the learned Single Judge remanded the matter back to the Labour Court for deciding the application afresh in accordance with law. After the matter was remanded back, neither the authorised representative of the respondent nor any workman appeared in the Labour Court and consequently, the Labour Court dismissed the application for default. Thereafter, an application was preferred for restoration, however, the said application is also dismissed. It is submitted that since the main proceedings have lapsed, the applicant may be permitted to withdraw the amount which was deposited by the applicant in this Court.

3. Considering these facts and circumstances, in my view, the applicant is entitled to withdraw the amount alongwith interest which is accrued on the said amount. Accordingly, Notice of Motion is made absolute in terms of prayer clause (a).

. Notice of Motion is, accordingly, disposed of.

(V.M. Kanade, J.)